195 39.-40-41 **File No.** 3453/36

B CLASS

P.W. DEPARTMENT
El. BRANCH

Subject:— Electric Energy
supply. af- -to Hubli municipal
Borough for Street lighting.
Appointment af mr. R.G. Higham,
as an arbitrator to settle the
dispute between the municipal
Borough and the Hubli
Ele. Co. Ltd.

IV

B-1° 1111

File No. 3453/36

Id. Secrt. Slip. 21 A—

[G. P. O. Memo. No. 2408, dated 22-6-22.]

DOCKET SHEET

Subject:—

File No. 345-3/36

P.W. DEPT.

Dn. BRANCH.

References:—

Date.	To whom sent.	Notes and instructions.
		Indexed & Exd. 24-5-39
25/2	Rey	pl. issue no. with 2 files
24-5-41 / 30	A/Sn. (G.D)	
3-6-41	[illegible]	
3-6-41	D-S-	Return u-o-s- to P.W.D. [illegible]
		Exd. 24-6-41 [illegible]

No. P.W.D 2687 of 1938/39.
Office of the Hubli Municipal Borough,
Hubli, dated 16th March 1939.

From

P. L. Benni. Esquire. B. A.,
Administrator, Hubli Municipal Borough,
H U B L I.

To

The Chief Engineer and the Secretary to Government,
Public Works Department, Government of
Bombay.
B O M B A Y.

Sir,

I have the honour to state that the street lighting in the Hubli town is still done by kerosine oil and though there is an electricity Company operating in the town since the last 10 or 12 years, no agreement could be reached between the Municipality and the Company for electrification of the streets on account of one reason or the other. It is now high time that this amenity can be postponed any longer and it is intended to take a decision in the matter very early either with the existing Company or with some other who are willing to offer lowest rates.

2. But I understand from a reliable source that the Government of Bombay have made a stipulation with the Government of Mysore that the latter should sell them electric energy of 5000 horse power from their Hydro-electric Scheme at Gerasoppa falls and when this Gersoppa Scheme is completed, it will be possible for the Government to supply Electrical Energy even as far as Hubli and Dharwar at a very cheap rate. The present rate agreed to by the Hubli Company is annas three per unit plus a standing charge of Rs. 5-4-0 per quarter per 60 or 40 watts lamps and the Municipality did not agree to it nor

was the Company also willing for a flat rate of 3 annas and 6 pies per unit. In the circumstances it is clear that this Municipality will have to pay rates some where near about the above rates if the contract is settled with the existing or some other Company. Hence before a final decision is taken, I desire to know if there is any possiblity of the Gersoppa energy being made available as far as Hubli and if so within what time and also whether it is possible to indicate roughly the approximate rate at which it will be possible to supply ther energy. If the rate is going to be cheaper than a flat rate of annas three per unit, certainly the contract with the existing or other Company can be made only for a very short time, so that it may be possible for the Municipality to avail itself of the cheaper energy.

3. I may also state that the Municipality is now spending about Rs. 25000/- for their street lighting and about Rs. 20000/- on running their water works engines and it is the intention of the Municipality to avail electrical energy for both.

4. In the circumstances I request to be favoured with a reply as early as possible on the above points.

I have the honour to be

Sir,

Your most obedient servant,

Administrator,
Municipal Borough, Hubli.

BBP.

Forwarded with compliments through the Collector of Dharwar and Commissioner. S.D., Belgaum.

Below letter No.P.W.D.2687 dated 16-3-1939 from the Administrator, Hubli Municipal Borough, to the Chief - Engineer and Secretary to Government, Public Works Depart--ment, Bombay.

No.M.S.C.352.

Office of the Collector,

Dharwar. 26th March 1939.

Submitted through the Commissioner,Southern Division Belgaum.

2. It is requested that an Inspector may kindly be immediately sent to Hubli to frame an estimate regarding the number of lights actually required and the energy - necessary for the pumping, so as to enable the Administrato to call for tenders from the Electric Companies. As it wi take many years till the Gerâsoppa Scheme actually starts working, it is better to give the contract to a Electric Supply Company for which an estimate and opinion of expert are necessary.

K.

Collector of Dharwar.

No. M.S.C.84.

Office of the Commissioner, S.D.

Belgaum, 3rd April 1939.

Passed on.

Commissioner, S.D.

RSB.

PUBLIC WORKS DEPARTMENT
File No. 3453/36
6 APR 1939
Serial No. 8780

ಸಂಯುಕ್ತ ಕರ್ನಾಟಕ ೫-೪-೩೯

SAMYUKTA KARNATAK.

DATED 5-4-1939.

ರಾಯ್ಯ ಮ

ಹುಬ್ಬಳ್ಳಿಗೆ ವಿದ್ಯುದ್ದೀಪಗಳು [illegible]ದು ಬರುವವು?

೧೯೪೧ರೊಳಗಾಗಿ ಬರಬಹುದು

ಸರಕಾರಿ ಇಂಜಿನಿಯರರ ಅಂದಾಜು

ಹುಬ್ಬಳ್ಳಿ ೪ಾಳ

ಹುಬ್ಬಳ್ಳಿ ನಗರಕ್ಕೆ ಗೇರಸೊಪ್ಪ ಜಲಪಾತದಿಂದ ೧೯೪೧ರೊಳಗಾಗಿ ವಿದ್ಯುಚ್ಛಕ್ತಿ ದೀಪಗಳು ಬರುವವು ಎಂಬ ಶಾಜನಕ ಮಾತನ್ನು ಮುಂಬಯಿ ಸರಕಾರದ ಇಲೆಕ್ಟ್ರಿಕಲ್ ಇಂಜಿನಿಯರರಾದ ಮಿ. ರಾಮಪ್ರಸಾದ ಇವರು ಈ ದಿನ ಸಂಯುಕ್ತ ಕರ್ನಾಟಕ" ಪತ್ರಿಕೆಯ ಪ್ರತಿನಿಧಿಯೊಂದಿಗೆ ಮಾತನಾಡುತ್ತ ಹೇಳಿದರು.

ಮಿ ರಾಮಪ್ರಸಾದರು ಗೇರಸೊಪ್ಪೆಯನ್ನು ನೋಡುವದಕ್ಕಾಗಿ ಹೋಗಿದ್ದು, ಈ ದಿನ ಅಲ್ಲಿಂದ ಹಿಂತಿರುಗಿ ಬಂದರು.

ಗೇರಸೊಪ್ಪೆಯಲ್ಲಿ ಮೈಸೂರ ಸರಕಾರದವರು ವಿದ್ಯುಚ್ಛಕ್ತಿ ತಯಾರಿಸುವ ಯೋಜನೆಯನ್ನು ಕೈಕೊಂಡಿದ್ದು ಅದು ಇನ್ನೂ ಒಂದೆರಡು ವರ್ಷಗಳಲ್ಲಿಯೇ ಮುಗಿಯುವದೆಂದು ಅವರು ಆಶಿಸಿದರು.

WHEN WILL HUBLI BE ELECTRIFIED ?

BEFORE 1941 ?

GOVERNMENT ENGINEER'S EXPECTATION !

Hubli, 4-4-1939.

Mr. Ramaprasad, the Electrical Engineer to the Government of Bombay, hopefully stated today in an interview with the representative of " Samyukta Karnatak " that, electricity may be su -plied to Hubli town from the Gersappa Falls before 1941.

Mr. Ramaprasad had been to visit the Gersappa Falls and returned today.

He hoped that the Electricity Supply Scheme at Gersappa undertaken by the Government of Mysore may be complet -ed within a year or two.

No. P.W.D 46 of 1939/40
Office of the Municipal Borough,
Hubli, dated 6th April 1939

From

P. L. Benni. Esquire. B. A.,
Administrator, Municipal Borough,
HUBLI.

To

The Chief Engineer and the Secretary to Government
P. W. D. Government of Bombay,
BOMBAY.

Sir,

I have the honour to invite reference to my - letter No. P.W.D. 2687 of 16th March 1939 regarding the possibility of electric energy being made available at Hubli and this side from the Gerasoppa Falls and to enquire whether I can expect an early reply thereto. I read in today's Hubli daily Kamarsa paper that in an interview which an officer of your department gave to that paper's correspondent it is stated that it is possible that the Gerasoppa electrical energy would be made available at Hubli in about 1941. I send you a cutting of that paper for your perusal. If this be so, it is bound to vitally affect our decision in the matter and I therefore request that a very early reply may kindly be sent to me to my previous letter.

2. I may however state that a meeting of the firms who were willing to take up this business of electrification of the Municipal streets had been called in our office on the 23rd March under the Presidency of the Collector and the matter has been postponed for further consideration on certain points. Another meeting is likely to be called soon to decided this question and your reply, if received early, will

will greatly facilitate our taking proper action in the matter.

I have the honour to be

Sir,

Your most obedient servant,

Sd/ P. L. Benni.

Administrator,
Municipal Borough, Hubli.

BBP.

Submitted through the Collector of Dharwar and Commissioner S. D., Belgaum.

Sd/- P. L. Benni.

Administrator,
Municipal Borough, Hubli.

Advance copy submitted direct to avoid delay.

Administrator,
Municipal Borough, Hubli.

PUBLIC WORKS DEPARTMENT
File No. 3453/36
10 APR 1939
Serial No. 8899

ಸಂಯುಕ್ತ ಕರ್ನಾಟಕ ೫-೪-೩೯

SAMYUKTA KARNATAK.

DATED 5-4-1939.

ವಾಯುಃ ವ[illegible]

WHEN WILL HUBLI BE ELECTRIFIED ?

BEFORE 1941 ?

GOVERNMENT ENGINEER'S EXPECTATION !

Hubli, 4-4-1939.

Mr. Ramaprasad, the Electrical Engineer to the Government of Bombay, hopefully stated today in an interview with the representative of " Samyukta Karnatak " that, electricity may be sup-plied to Hubli town from the Gersappa Falls before 1941.

Mr. Ramaprasad had been to visit the Gersappa Falls and returned today.

He hoped that the Electricity Supply Scheme at Gersappa undertaken by the Government of Mysore may be complete-ed within a year or two.

ಹುಬ್ಬಳ್ಳಿಗೆ ವಿದ್ಯುದ್ದೀಪಗಳು ಎಂದು ಬರುವವು?

ಗೇರಸೊಪ್ಪೆಗಾಗಿ ಬರಬಹುದು ಸರಕಾರಿ ಇಂಜಿನಿಯರರ ಅಂದಾಜು

ಹುಬ್ಬಳ್ಳಿ ೫-೪

ಹುಬ್ಬಳ್ಳಿ ನಗರಕ್ಕೆ ಗೇರಸೊಪ್ಪ ಜಲಪಾತದಿಂದ ೧೯೪೧ರೊಳಗಾಗಿ ವಿದ್ಯುಚ್ಛಕ್ತಿ ದೀಪಗಳು ಬರುವವು ಎಂಬ ಆಶಾಜನಕ ಮಾತನ್ನು ಮುಂಬಯಿ ಸರಕಾರದ ಇಲೆಕ್ಟ್ರಿಕಲ್ ಇಂಜಿನಿಯರರಾದ ಮಿ. ರಾಮಪ್ರಸಾದ ಇವರು ಈ ದಿನ ಸಂಯುಕ್ತ ಕರ್ನಾಟಕ" ಪತ್ರಿಕೆಯ ಪ್ರತಿನಿಧಿಯೊಂದಿಗೆ ಮಾತನಾಡುತ್ತ ಹೇಳಿದರು.

ಮಿ|| ರಾಮಪ್ರಸಾದರು ಗೇರಸೊಪ್ಪೆಯನ್ನು ನೋಡುವದಕ್ಕಾಗಿ ಹೋಗಿದ್ದು, ಈ ದಿನ ಅಲ್ಲಿಂದ ಹಿಂತಿರುಗಿ ಬಂದರು.

ಗೇರಸೊಪ್ಪೆಯಲ್ಲಿ ಮೈಸೂರ ಸರಕಾರದವರು ವಿದ್ಯುಚ್ಛಕ್ತಿ ತಯಾರಿಸುವ ಯೋಜನೆಯನ್ನು ಕೈಕೊಂಡಿದ್ದು ಅದು ಇನ್ನೂ ಒಂದೆರಡು ವರ್ಷಗಳಲ್ಲಿಯೇ ಮುಗಿಯುವದೆಂದು ಅವರು ಅಶಿಸಿದರು.

No. P.W.D 46 of 1939/40
Office of the Municipal Borough,
Hubli, dated 5th April 1939

From

P. L. Benni. Esquire. B. A.,
Administrator, Municipal Borough,
HUBLI.

To

The Chief Engineer and the Secretary to Governmen
P. W. D. Government of Bombay,
BOMBAY.

Sir,

I have the honour to invite reference to my - letter No. P.W.D. 2687 of 16th March 1939 regarding the possibility of electric energy being made available at Hubli and this side from the Gerasoppa Falls and to enquire whether I can expect an early reply thereto. I read in today's Hubli daily Kanarese paper that in an interview which an officer of your department gave to that paper's correspondent it is stated that it is possible that the Gerasoppa electrical energy would be made available at Hubli in about 1941. I send you a cutting (17) of that paper for your perusal. If this be so, it is bound to vitally affect our decision in the matter and I therefore request that a very early reply may kindly be sent to me to my previous letter.

2. I may however state that a meeting of the firms who were willing to take up this business of electrification of the Municipal streets had been called in our office on the 23rd March under the Pre--sidency of the Collector and the matter has been post--poned for further consideration on certain points. Another meeting is likely to be called soon to decide this question and your reply, if received early, will

will greatly facilitate our taking proper action in the matter.

I have the honour to be

Sir,

Your most obedient servant,

Administrator,
Municipal Borough, Hubli.

BBP.

Submitted through the Collector of Dharwar and Commissioner, S. D., Belgaum.

Administrator,
Municipal Borough, Hubli.

Below letter No.P.W.D.46 dated 5-4-1939 from the - Administrator, Municipal Borough,Hubli, to the Chief Engineer and Secretary to Government,Public Works Depart--ment, Bombay.

P5/

No.Mun.H.

Office of the Collector,

Dharwar. 13th April 1939.

Submitted through the Commissioner,Southern Division, Belgaum, in continuation of this office endorsement -- No.M.S.C.352 dated 26-3-1939.

13 —

K. Collector of Dharwar. 13/4

***

No. M.S.C.-84.
Office of the Commissioner, S.D.
Belgaum, 19th April 1939.

Passed on to the Chief Engineer and the Secretary to Government, Public Works Department, Bombay, with -- reference to this office endorsement No. M.S.C.-84, dated 3rd April 1939.

Commissioner, S.D.

ASM.

× 3453/36
8780

mB 6/4/39

mB 24/4

PUBLIC WORKS DEPARTMENT
File No. 3453/36
21 APR 1939
Serial No. 9920

21-4

15 3453/36

(originals in file no 2004/36)

Report about the approximate cost of transmitting 5,000 H.P. from the Mysore-Bombay frontier near Gersoppa Falls, to Hubli, Gadag, Dharwar and Belgaum.

The cost of the line from Gersoppa Falls to Hubli, which is the nearest distributing centre for load, including the necessary transformers, telephone lines and switchgear, etc. would amount to approximately Rs 20,27,000. Should it be possible to dispose of all the current in Hubli, the actual cost of the same would be 0.29 anna per unit, plus the cost at the Gersoppa Falls, viz. 0.25 anna per unit = 0.54 anna per unit. As there is not at present sufficient load at Hubli for utilising the 5,000 K.W., the same could be distributed to Gadag, Dharwar and Belgaum, but the cost would be excessive, i.e. 0.53 anna per unit, plus 0.25 anna per unit = 0.78 anna per unit.

2. Detailed estimates of the above project are enclosed. It is requested that the Mysore Government be addressed in the matter to give a lower rate. It is suggested that 0.125 anna per K.W.hour metered at the Gersoppa Falls Station would allow of distribution and resale at competitive rates, as the rate quoted by the Mysore Government, viz. 0.25 anna per unit is prohibitive.

Sd. R. H. Higham,

Electrical Engineer to Govt.

U.O.R.No.37, dated 4th April 1939, to Government in the P.W.D.

M.B.

Submitted together with S. No 8780 p4 & 8809 p8.

2. With regard to the supply of electric energy from the Gersoppa Falls refd. to in the correspondence P1 1-9 within attention is invited to the El. Engr. to Govt's remarks on file no. 2004/36 (copy on p. 9 ante). Even if Govt. decides to take the electric energy from the Mysore Govt. it will be some time before the transmission lines are installed and energy is made available for distribution. In the circumstances stated by the Admis- P1-2 trator, Hubli Municipal Borough in his letter on pp. 1-2, it is advisable for him to enter into an agreement with the Electric Supply Coy. for street lighting etc, for a suitable period. The Elect. Engr. to Govt. may be requested to see these papers w.o. on the point and also on the suggestion made by the Collr. of Dhar- p3 war reg. the deputation of an Inspector to Hubli for framing

* will be put up by regd

3453/36 18

framing an estimate for the
number of lights etc required
by the municipality.

Thanks

24-4-39.

28/4

29/4/39

ELECTRICAL ENGINEER
TO GOVERNMENT
Inwd. No. 673
File No. 2178
P. W. D., BOMBAY

Under
W.O. Wallace Esq. Supt.

By Secy.

-4 MAY 1939-

Below U.O.R.No.3453/36 dated the 29th April 1939, from Government in the Public Works Department.

S17B

No. 512 of 1939.

Bombay, 13th May 1939.

Returned, with compliments.

2. It will be sometime before the question of taking supply from the Mysore Government is decided and the works in this connection are commenced and completed. It will, therefore, be advisable for the Municipality to enter into an agreement for a period of seven years in the first instance with the Supply Company with a specific condition to determine the agreement or revise the rates incorporated therein at any time after the expiry of three years in the event of a cheap bulk supply being made available by Government.

3. It is not possible for this Department to spare the services of any of its officers or subordinates for preparing the street lighting scheme. I have, therefore, suggested to the Municipality to put the whole question of taking supply from the Supply Company for Municipal purposes, before Mr. M.V.Pant Vaidya, Consulting Electrical Engineer, Bombay, for advice, the terms and conditions of his services being settle with him direct by the Municipality.

Electrical Engineer to Govt.

BSA

Submitted with the necessary draft- reply in terms of the El- Engrs report-

17-5-39

17/5

PUBLIC WORKS DEPARTMENT
File No. 3453/36
13 MAY 1939
Serial No. 11681

17/5

13-5-39

17/5

No.3453/36. M.
P.W.D.,B.C., 18th May 1939.

To

The Administrator,
Municipal Borough,
Hubli.

Subject:-Supply of electric energy for street lighting.

Sir,

With ref.to the corres.ending with your letter, P 11 No.P.W.D.46,dated the 5-4-39, I am directed to state that it will be some time before the question of taking a supply of electric energy from the Mysore Govt.is decided and the works in this connection are commenced and completed. It will therefore be advisable for the Muny. to enter into an agreement for a period of seven yrs. in the first instance with the Supply Coy.with a specific condition to determine the agreement or revise the rates after the expiry of three years in the event of a cheap bulk supply being made available by Govt.

I am to add that it is not possible for this Govt.to spare any officers or subdtes.of the El.Deptt. to advise in the preparation of the street lighting scheme. It is understood that the El.Engr.to Govt. has suggested to your Muny. the name of a suitable ~~to patronise whole system of taking a supply of electric energy from the Supply Coy.~~ for Mul purposes, before ~~making any~~ such, Con.El.Engr., ~~Mysore~~, for ~~advice~~, a purpose, ~~the~~ terms and conditions ~~of his services~~ being settled ~~with him~~ direct by the Muny.

I have etc.

Copy forwarded,with compliments, for information to -

~~The~~ the

the Commr.,S.D. with ref.to his endt.No. M.S.C.84,dated the 19-4-39,

the Collr.of Dharwar with ref.to his endt. No.Mun.H.,dated the 13-4-39,

the El.Engr.to Govt. with ref.to his endt.No.D.17-B/512,dated the 13-5-39.

B.K.R.
17-5-39.

No. 3453/36. M.
Public Works Department.
Bombay Castle, 18th May 1939.

From

The Deputy Secretary to the Government of Bombay,
Public Works Department.

To

The Administrator,
Municipal Borough,
Hubli.

Subject:-Supply of electric energy for street lighting.

Sir,

With reference to the correspondence ending with your letter, No.P.W.D.46, dated the 5th April 1939, I am directed to state that it will be sometime before the question of taking a supply of electric energy from the Mysore Government is decided and the works in this connection are commenced and completed. It will therefore be advisable for the Municipality to enter into an agreement for a period of seven years in the first instance with the Supply Company with a specific condition to determine the agreement or revise the rates after the expiry of three years in the event of a cheap bulk supply being made available by Government.

I am to add that it is not possible for this Government to spare any officers or subordinates of the Electrical Department to advise on the preparation of the street lighting scheme. It is understood that the Electrical Engineer to Government has suggested to your Municipality the name of a suitable Consulting Electrical Engineer for such a purpose, terms and conditions being settled direct by the Municipality.

I have the honour to be,
Sir,
Your most obedient servants,

Deputy Secretary to the Government of Bombay, Public Works Department.

D.A.-Nil.

Copy

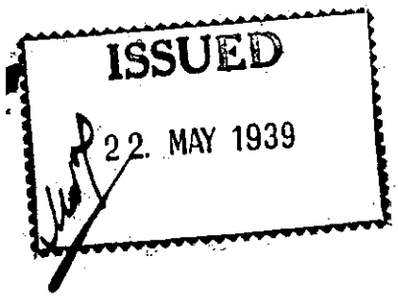
Copy forwarded,with compliments,for information to -

the Commissioner, Southern Division,with reference to his endorsement No. M.S.C.84,dated the 19th April 1939;

the Collector of Dharwar,with reference to his endorsement No.Mun.H.,dated the 13th April 1939,

the Electrical Engineer to Government,with reference to his No.D.17-B/512,dated the 13th May 1939.

Typed by B.K.R.
20-5-39.
Compd.by
22/5



No. L.AT.SR. 9 of 39/40
Office of the Municipal Borough,
Hubli, dated 9th May 1939.

From

P. L. Benni. Esquire. B. A.,
Administrator, Municipal Borough,
Hubli.

To

The Collector of Dharwar,
Dharwar.

Sub: Electrification of Hubli Municipal Streets.

Sir,

I have the honour to invite attention to my letter No. PWD-2687 of 16/3/1939 addressed to the Chief Engineer and the Scretary to the Government P.W.D., Bombay and also to my subsequent letter No. 46 of 5/4/1939 addressed to the same officer and submitted through you and to request that a very early reply may please be obtained from Government on the subject.

2. As a 2nd meeting to settle this question is to be called early under your Presidency, the information sought from Government is necessary to arrive at a proper decision. I therefore request you kindly to expedite Government for reply in the matter.

I have the honour to be

Sir,

Your most obedient servant,

Administrator,
Municipal Borough, Hubli.

BBP.

No.M.S.C.352.

Office of the Collector,

Dharwar.12th May 1939.

Submitted to the Commissioner,Southern Division,Belgaum, in continuation of this office No.M.S.C.352 dated 26-3-1939 and No.Mun.H.dated 13-4-1939 for favour of necessary action.

2. This has reference to his No.M.S.C.84.

RVK.

Collector of Dharwar. 13/5

No. M.S.C.-84.

Office of the Commissioner, S.D.

Belgaum, 16th May 1939.

Forwarded with compliments to the Chief Engineer and the Secretary to Government, Public Works Department, Bombay, in continuationof this office endorsements Nos. M.S.C.-84, -- dated the 3rd and 19th April 1939 with a request to communicate the orders of Government in the matter at a very early date.

Commissioner, S.D.

ASM.

On ~~The necessary draft~~ reply to the Admin

In view of the reply already given by the Administrator, Hubli Muny, no action is called for on the reminder

Record

23/5/39.

17-5-39

PUBLIC WORKS DEPARTMENT
File No. 3453/36
17 MAY 1939
Serial No. 1204

No. L.H.T.S.R.9.
Office of the Municipal Borough,
Hubli, dated 15th September 1940.

From

Rao Saheb P.L.Benni, B.A.,
Administrator, Municipal Borough,
HUBLI.

To

The Secretary to Government,
Public Works Department,
Government of Bombay.,
BOMBAY.

Sub;- Electrifying the Municipal Streets -
Dispute in connection with.-

Sir,

I have the honour to submit this application for deciding the following matter by arbitration under Section 52 read with Clause XII of the schedule of - the Indian Electricity Act of 1910. The matter to be decided is as follows;-

An Electric Company known as "The Hubli Electri--city Co; Ltd.," has been started in 1924 within the limits of this Municipality and is supplying electric energy to private persons in certain parts of the - area of supply under a license granted to that Company by the Government of Bombay under their Notification No.1552 of 26th June 1924 in the P.W.D. Since then it is seen that though efforts were made by the Munici--pality or the Company from time to time, it was not possible to settle a contract for lighting the public streets with electricity owing to one reason or other. Since the Municipality was superceded in January 1939, I also made serious efforts to arrive at an amicable settlement regarding the rates and the method of supply

supplying the energy and also arranged meetings under the Presidency of the Collector and the Commissioner.But still it has not been possible to settle a contract mainly owing to the difference amongst us on the question of a reasonable rate to be charged per unit.I have considered that it is now high time that the question of providing this amenity to the town should not be postponed any longer and it appears necessary in the interest of public convenience that an early settlement in the matter should be arrived at.It further appears that the only satisfactory way to get a proper decision in the matter is to apply for arbitration as provided in the Indian Electricity Act.

2. I,on behalf of the Hubli Municipal Borough, accordingly submit this application under Sec.52 of the Act with a request that the following points should be dicided by arbitration;-

1. What should be the rate per unit of electric energy which the Municipality should pay to the Electric Company for lighting the public lamps within the area of supply?. The Municipality wants to pay a flat rate per unit measured through meter,the Company bearing every kind of expenses on installing,distributing mains,and service lines etc.,throughout the area of supply and for providing all fittings, bulbs meter etc.,of the standard type so as to give efficient lighting and also for future maintainance throughout the contract period.In fact the Municipality should be responsible to pay a certain flat rate while every other expense for

for lighting the public lamps should be borne by the Company.

ii. What should be the minimum wattage of lamps?. The Municipality wants to instal lamps of different wattages in the area of supply according to the - importance of the several localities in the town but there has been dispute about what should be the - minimum wattage even for certain lamps out of the - total required.

iii. What should be the minimum quantity of energy to be guaranteed to be consumed by the Municipality for - public lamps when all the public lamps required are installed and also at different stages before the full scheme comes into force?.

iv. What should be the period within which the full scheme for public lamps in the area of supply as required by the Municipality should be introduced by the Local Company?.

v. What should be the period of contract?.

vi Any other cognate matters the decision on which would be necessary to arrive at a decision on the above points.

Under the above Section any one of the parties can put in such an application but I have it in writing from the Manager of the Company in the course of other corres - -pondence with me that he is also willing to have this matter settled through arbitration.

3. Under Section 52 of the Act, the Local Government is to appoint one or more persons to form the arbitration Committee and in this connection I would respectfully suggest that three persons who know the local conditions of this town may be appointed to form that Committee and those three - persons may be (1) Electrical Engineer to Government of - Bombay (2) Mr.M.V.Pant Vaidya, B.Sc.A.M.I.E.E., Chartered - Electrical Engineer and Professor in the V.J.T.Institute -

Bombay and (3) The Commissioner,S.D.,or the Collector of Dharwar who may be the Chairman.As the dispute between the Company and the Municipality is of a long standing one and as the rate payers have been very critical on this matter,it would appear that the Committee to be constituted may be one which should command respect and satisfy all parties and persons and which should be able to give consideration to all points of view on both the sides. The Electrical Engineer to the Government of Bombay had suggested to the Municipality that we should place the question of taking electric energy for our streets before Mr.Pant Vaidya for advice and as we did so and as he therefore knows the local conditions very well, he would appear to be well-qualified to be on the Committee.He is said to be an electric expert of repute who had disigned many electric schemes in the Province and outside and got them executed under his supervision.

4. If however the above proposal for the constitution of the arbitration Committee is not found to be suitable, the Government of Bombay may appoint any one or more persons whom they consider fit.I request for an early formation of the Committee to decide this matter.

I have the honour to be

Sir,

Your most obedient servant,

Administrator,
Municipal Borough,. Hubli.

MP.

Submitted through the Collector of Dharwar &
the Commissioner, S.D.Belgaum.

651 P.675

Below letter No.L.H.T.S.R.9, dated 15th September 1940 from the Administrator, Municipal Borough, Hubli.

No.MUN.H.

Office of the Collector,

Dharwar, 17th September 1940.

Submitted to the Commissioner, Southern Division, Belgaum.

2. The only suggestion which the Collector would like to make is that in the award that the area of supply should not be restricted to the localities where electric poles are now existing but should extend to such area as the Municipality desire. This suggestion is made as the Collector understands that Mr.Amte does not welcome the idea of supplying the whole or major portion of the municipal area.

PMK.17/9

Collector of Dharwar.

18/9

No. M.S.C.-84.
Office of the Commissioner, S.D.
Belgaum, 19th September 1940.

Submitted.

2. The Commissioner agrees with the Collector that the award should apply first to the area at present supplied by the licensee, but should specify the conditions on which extension of street lighting to other parts of the municipality should be carried out. It is essential that the licensee should be required to carry out such extensions.

Commissioner. S.D.

Public Works Department.

asm.

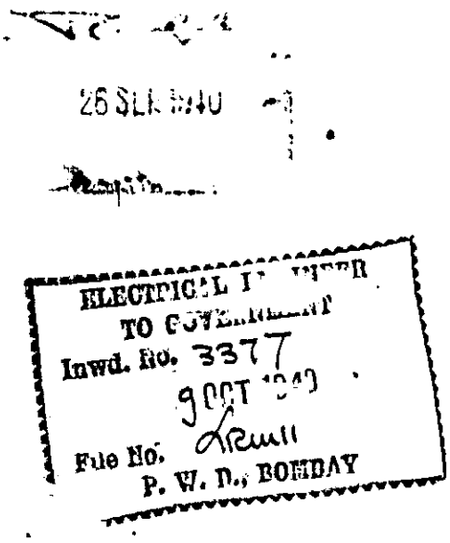
Submitted.

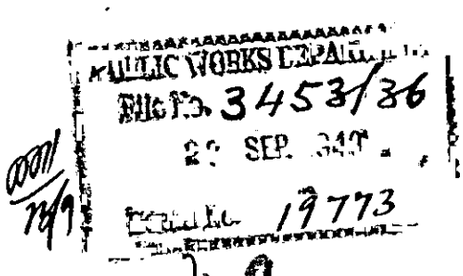
2. These papers may be referred no. 4 the Cl. Engr. to Govt. for his advice in the matter.

GR
25-9-40

N.V. 25/9

N. 1. to Cl. Engr. to Govt. 26/9/40





MB. 24/9

25-9-40

Below U.O.R.No.3453/36/19773 dated the 26th September 1940, from Government in the Public Works Department.

No.ईरम ११ / 2304 of 1940.

Bombay, 9th October 1940.

Returned, with compliments.

2. With the exception of item 1 in para.2 of the Administrator's letter, the other points proposed to be determined by arbitration are not covered by the provisions of Clause XII of the Schedule to the Indian Electricity Act and cannot presumably be determined by arbitration under Section 52 of the Act. It is, therefore, suggested that the Administrator may be asked to settle the matter under dispute by arbitrator or arbitrators to be appointed by both the parties, as the Supply Company is agreeable to this proposal as stated by him.

3. In case the point as regards the rate to be charged per unit could not be settled by the above arbitration, it may be decided by arbitration as per Clause XII of the Schedule to the Act.

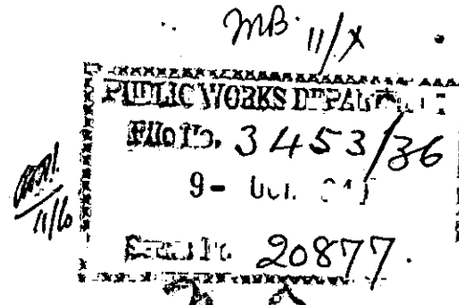
Electrical Engineer to Govt.

Submitted with a draft letter in terms of the Col. Bupp remarks.

GSR
16.10-40

16/10

MB 11/X



11/16

GR
11.10.40

9-10-40

3)

No.3453/36-M.

P.W.D.,B.C., 19th Oct.1940.

To

The Administrator,
Munl.Borough, Hubli.

Subject:- Dispute re:the electrification of Munl.Streets.

...

Sir,

With ref.to your letter No.L.H.T.S. R.9, dated the 15-9-1940, I am directed to inform you that with the exception of the question re: the rate per unit of energy refd. to in para.2 of your letter, the other points proposed to be determined by arbitration are not covered by the provisions of clause XII of the schedule to the I.E.Act, 1910 and cannot be determined by arbitration under sec. 52 of the Act. The matter under dispute may be settled by an arbitrator or arbitrators to be appointed by both the parties, as the Supply Co. is agreeable, as stated by you, to this proposal. In case the question re: the rate to be charged cannot be settled by the above arbitration, it may be decided by arbitration as per clause XII of the schedule to the Act.

I have etc.

Thro: the Commr.,S.D. & the Collr.of Dharwar.

Copy forwarded for information to the El.Engr. to Govt. with ref.to his No.

3453/36

No.L.R.M.11/2304, dated the 9-10-40.

ISSUED
21 OCT. 1940

GR
16-10-40

GR
15/x

FORM OF AGREEMENT BETWEEN THE HUBLI MUNICIPAL BOROUGH AND Mr.AMTE, THE MANAGER OF THE HUBLI ELECTRIC COMPANY.

In the matter of electrifying the streets and Municipal properties within the Municipal limits of Hubli, we agree to the following conditions :-

(1) The contract shall be for 10 years.

(2) The Company must complete the lighting arrangement in the area already covered by their poles within six - months from the date of contract; and the whole of the remaining area within the Municipal limits should be covered within a further period of 12 months.

(3) The Municipality guarantees to take a minimum quantity of 1,40,000 units per annum, when the whole scheme is - completed within a period of 18 months referred to - in clause (2) above, but during this period of ~~XXXX~~ 18 months, the Municipality agrees to pay a minimum - guarantee in the proportion which the number of lamps actually working during the whole ~~xx~~ of the calendar month bears to the total number of lamps contained in the scheme.

(4) No lamp should be less than of 30 ~~volts~~ watts. The supply should be measured through a meter or meters to be - installed by the Company.

(5) All the equipments to be provided ~~in the first instance~~ should be of the standard type to be approved by the Electrical Engineer to Government and the Company - should undertake to maintain the equipments and bear working expenses etc.themselves during the period of contract.

(6) In view of our failure to agree to the rate to be - charged per unit, we agree to put in a joint applica--tion referring this question of rate to Government to be settled by arbitration.

(7) We agree to request the Electrical Engineer to Govern--ment to draw up the terms of the contract in conformi

conformity with the above terms.

(8) We agree to bear proportionately the cost of arbitration.

(9) The Municipality agrees to submit the map showing the position of the lamps within a period of one month from to-day.

Camp:Hubli.
17th January 1941.

Before me

17/1/41

Subject:- Electrifying the Municipal Streets.
Hubli town --

No.M.U.N.1914

Office of the Collector,

Camp Hubli. 20th January 1941.

From

A. L. Dias, Esquire, I.C.S.,

Collector of D h a r w a r.

To

The Commissioner,

Southern Division, Belgaum.

Sir,

With reference to your No.M.S.C.84 of 4-1-1941, I have the honour to state that negotiations between Mr.Amte and Rao Saheb Benni were held up as the former refused to come to any agreement on the preliminary terms unless he was supplied with a map showing the positions of the proposed street lamps. Rao Saheb Benni agreed to supply the map but said it would take some time. I further held a meeting at which Mr.Amte and Rao Saheb Benni were present and prevailed upon the former gentleman that the map when ready would be required only by the arbitrator, and there was no point in delaying a decision on the other points. He ultimately agreed and after a further discussion on the preliminary terms, an agreement was reached to refer the matter of rate to arbitration. The joint application of the Administrator and Mr.Amte under Section 52 of the Indian Electricity Act is submitted herewith. Government may be moved early to appoint arbitration to decide the rate to be charged per unit. A copy in duplicate of the other terms agreed upon between the Administrator and Mr.Amte is enclosed herewith for your information.

W. 39-41

I have the honour to be,

Sir,

Your most obedient servant,

RVK.

Collector of Dharwar.

(Below Collector of Dharwar's letter
U.N.-1944, dated 20th January 1941 and
accompaniment.)

No. M.B.C.-84.

Office of the Commissioner,

Camp Deorukh, 24th January 1941.

Submitted with reference to Government letter, Public Works Department, 3453/36-M, dated 19th October 1940.

2. The intention of clause 5 of the "Form of agreement" is that the Company will be responsible for the whole cost of installation and maintenance of the street lighting system inclusive of bulbs, meters, fitting, wiring and all other accessories whatsoever, so that the rate to be fixed by arbitration will be an all-inclusive one. This term is not expressed as clearly as it might have been but the Arbitrator will doubtless be able to get the form of agreement modified with the consent of the parties in any particulars which he considers necessary in order to assist him in fixing the rate.

Public Works Department. Commissioner, S.D.

Copy to :-

1. The Collector of Dharwar,
2. The Administrator, Municipal Borough, Hubli.

Submitted.

2. These papers may be referred to the El. Engr to Govt for his advice in the matter.

G.V.

30-1-41.

31/1

U.S. ~~to El. Engr.~~ ~~to Govt.~~ 31/1/41

ELECTRICAL ENGINEER
TO GOVERNMENT
Inwd. No. 5290.
11 FEB 1941
File No. XRun 11.
P. W. D., BOMBAY

M.B 28/1

PUBLIC WORKS.
File No. 3453/36
27 JAN 1941
Section No. 1892

28/1

21-1-41

No. L.H.T.52.9
Hubli, dated 17th January 1941.

To

The Secretary to the Government of Bombay,
P.W.D.Buildings and Roads,
Bombay.

Sub:-Application under Sec.52 read with clause 12 of the schedule of the Indian Electricity Act 1910.

Sir,

We, Rao Saheb P.L.Benni, Administrator Hubli Municipal Borough and Amte & Co, Managing Agents, the Hubli Electri-city Co, Ltd, Hubli, request the Government under the above quoted provisions of law to appoint an arbitration to decide the rate to be charged per unit taking into consideration the other terms mutually agreed upon between the parties in respect of the contract for lighting the streets and Municipal properties. A copy of the other terms agreed to by the parties is enclosed herewith.

2. We request that early action may kindly be taken by Government in this connection.

We have the honour to be

Sir,

Your most obedient servants,

Administrator,
Municipal Borough, Hubli.

Managing Agents,
The Hubli Electricity Co., Ltd. Hubli.

BBP.

Submitted through the Collector of Dharwar and the Commissioner, S.D.Belgaum.

Below U.O.R.No.3453/36/1892 dated 31st January 1941 from Government in the Public Works Department.

No. Arbn II / 3649 of 1941.

Bombay, 11th February 1941.

Returned with compliments.

2. I have no objection to arbitrate and give my award provided the parties come to Bombay on such day as may be appointed by me.

3. It is suggested that the terms laid down in Govern-
ment Memorandum, Public Works Department No.3892/36-E dated
14th October 1939 be fixed in this case.

Electrical Engineer to Govt.

Submitted

Thro' [illegible]

which will please and
benefit both the
[illegible]

[illegible]

[illegible]

PUBLIC WORKS DEPARTMENT
File No. 3453/36
12. FEB. 1941
Serial No. 3089

M.B. 13/2

12-2-41

49

(M.B.) Submitted.

2. In connection with the dispute between the Administrator, Hubli Munl. Borough and the Managing Agents, the Hubli Electricity Co.Ltd., re: the rate to be charged to the Hubli Muny.for lighting of streets and Munl.properties both the parties have approached Govt. under sec. 62 read with clause 12 of the Schedule to the Electricity Act with a request that an arbitrator be appointed in the matter to decide the rate to be charged. The El.Engr.to Govt.who has been consulted in the matter has no objection to arbitrate and give his award on certain terms and conditions. Orders will now have to be issued re: the appointment of Mr.Higham as arbitrator, if agreed to.

Thro' E.B.

GR
15/2

3. In view of the orders issued in G.C.M.No.360/36, dated the 14-2-41, Mr. Higham, if appointed to act as an arbitrator, will be entitled to his share of fee which will be recovered from the Hubli Munl.Borough and the Hubli Elect. .Co. In such cases half of the amount of fees recovered is allowed to the officer concerned. Accordingly Mr.Higham may be allowed half of the fees recovered.

4. The draft put up may be shown u.o to the F.D.before submission.

No. 3453/36. E.
P.W.D.,B.C., ~~Feb.1941.~~ 20th March-41

To

(1) Messrs.Amte & Co.,
The Managing Agents,
The Hubli Electricity Coy.Ltd.,
Hubli.

(2) Rao Sahib P.L.Benni,
The Administrator,
Municipal Borough, Hubli.

Subject:- Dispute between the Munl. Borough,Hubli,and the Hubli Electricity Co. Hubli,for the supply of electric energy.

Dear Sirs,
Dear Sir,

With reference to your joint letter No.L.M.T.S.R.9,dated the 17-1-41, P.41 on the subject mentioned above,I am directed to inform you that Govt.is pleased to appoint Mr.R.G.Higham,M.I.E., El.Engr.to Govt.to act as arbitrator in respect of the dispute between the Munl. Borough, Hubli and the Hubli Electy.Co., Hubli,to decide the rate to be charged by the Hubli Electricity Co. per unit for lighting the streets and Munl. properties of the Munl.Borough,Hubli,after taking into account the other terms mutually agreed upon between the two parties,subject to the following conditions:-

(a) that the parties concerned come to Bombay on a day to be fixed by Mr. Higham;

(b) that each party pays to Govt.a fee of Rs 45 per hour spent by Mr.Higham in connection with the work

and

(c) that each party deposits in advance with Govt.a sufficient sum which will be fixed by Mr.Higham for payment of the fees mentioned in (b) above.

3453/36
3089

52

above.

Yours faithfully,

Thro.the Collr.of Dharwar.

Copy to the El.Engr.to Govt.for information and guidance with reference to his endt.No.L.R.M.11/3649,dated the 11-2-41. p.45

2. Mr.Higham should be allowed one half of the total fees recovered from both the parties, the other half being credited to Govt.

Copies to -

the F.D.
the A.G..Bombay (thro.the F.D.) p.45
the Comr.,S.D.(with ref.to his endt. No.M.S.C.84,dated the 24-1-41),
the Collr.of Dharwar (with ref.to his letter No.M.U.B.1914, dated the 20-1-41). p.43

Orders issued after consultation with the Finance Department. 18/2
Notes remain with this Department and to be seen when required.

ISSUED
25. MAR 1941

2. Due regard has been paid to the general principles enunciated in Bombay Civil Services Rule 17 while sanctioning the fee. Reasons for the grant of the fee are that the work to be undertaken by Mr.Higham is outside the scope of his legitimate duties and that the services to be rendered by him will be of material value to the parties concerned.

FINANCE DEPARTMENT
File No.
21. FEB. 1941
Serial No.

S.A.G.
19-2-41

D.O. to F. D. of 21st Feb. 1941

Finance Department

+ & i A/M 21/4/25

Please see G. K. P.W.D. No 3892/36-E
of 14th October 39 and the decision of the
Hon Board underlying it in the P.W.D.
file 3892/36-E.

2 The orders proposed by the M.S.I.S. ←
P.W.D Department may be agreed to

JmR
25/2/41.

25/2

I. A.)

(copy of P.W.D. dy 25/2/41
with P.W.D. file 3892/36 & 963/36)

3453/36

P. W. D.

Note in E. B.

The F. D. having agreed the draft at pp 51-52 ante may now issue, if app.

S. a. J.
27-2-41

27/2

Sec. 1/3/41

A(F) Will Sec P W D pl discuss-v early

A(R) the work does not seem legitimate
some outside the Regulation
duties of the E. E & G.

Hulli is under administration,
& in any case proper lights
should be thrown on the
municipal area in which
the Govt is interested.

Does seem excessive also

F. B
27/2

Secy

C. S.

A(F).

A(R)

Prop. rule as this
act in clear, but
27/2

4/3

PUBLIC WORKS DEPARTMENT
File No. 3453/36
26 FEB 1941
Serial No.

26/2

3/3

EB
26-2-41

(M.B.) Submitted with ref.to A(F)'s note at p. 54 ante.

× p 333 of Mean. Book

2. Under clause XII× of the Schedule to the I.E.Act, 1910, the price to be charged by the licensee and to be paid to him for energy supplied for the public lamps, and the mode in which those charges are to be ascertained, shall be settled by agreement between the licensee and the local authority, and where any difference or dispute arises, the matter shall be determined by arbitration.

× p 309 of Mean. Book

Under the provisions of sec.52× of the Act, where any matter is, by or under the Act, directed to be determined by arbitration, the matter, shall,unless it is otherwise expressly provided in the license of a licensee, be determined by such person or persons as the Provl. Govt.may nominate in that behalf on the application of either party; ....

3. From the foregoing provisions,it will be seen that it is open to Govt.to nominate any person as arbitrator. In the present case, the El.Engr.to Govt. is considered to be most fitted for the work, as he is well acquainted with the facts of the case and it is proposed to appoint him as arbitrator. The Administrator is only acting on behalf of the Hubli Muny. For all practical purposes, the dispute is one between the Muny.and the El.Supply Co. There appears,therefore, to be no reason why the present case should be treated differently from that of any other local authority. The

point ...

point, however, is for orders.

C.R. 7.3.41 — High E.B.

4. The fees proposed to be given to Mr.Higham for the arbitration work were in accordance with the orders of the late H.P.M.on a similar case - vide p. 21 of file No.3892/36.* Mr.Higham will be entitled to only one half of the total amount of fees recovered from both the parties.

* Slip A

In the case of the arbitration between the Bhiwandi Electric Supply Co. Ltd.and the Bhiwandi-Nizampur Muny.a fee of Rs 45 per hour was also sanctioned vide G.M.No.3021/36-E,dated the 12-12-39.γ

γ File 3021/36 Slip C p. 85

5. Prior to the issue of the orders refd.to in para 4 above it was usual to charge fees on the analogy of the principles laid down in G.R.No.4357/27,ε dated the 13-12-33, vide pl.G.M.No.963/36-E,dated the 5-1-1937⊗ and the notes underlying it. If those principles are to be followed in the case under disposal the rate of fees to be charged to each party will be Rs 37 per hour as shown below:-

ε Collη. J.G.R. Slip D

⊗ File 963/36 Slip B pp 13-16

	Rs
Pay of Mr.Higham.	2,150
O.S.P.	178
	2,328
1/10th of emoluments.	233
fees per hour.	37 ++

++ 233 ÷ 6 1/4 hours.

6. Orders are requested whether the draft at p. 5| ante may now issue.

BKR 14/3

S.A.D. 14-3-41 — The fees charged are based by the Coll. H.P.M. who considered them very reasonable. We do not think differentiation

D.J. ✓

Seen A(F) A(F)

can be made because this particular place is under an Administrator.

17/3

Please see
Under the Act Govt is not concerned unless appealed to because the parties can't agree. It is outside the ambit of the Electricity Engineer. I will discuss if desired

17/3

17/3

A(F)

I can't stand up against 3 solicitors. Although

15/3

Issue

17/3

HT 3 41

F 19/3

A(R)

19/3

26/3/41

7/8
A 4
5-5-41

26/3

No.L.H.T.S.R.9.
Office of the Municipal Borough
Hubli, dated 10th March 1941.

URGENT

From

Rao Saheb P.L.Benni, B.A.,
Administrator, Municipal Borough,
H u b l i.

To

The Secretary to Government of Bombay,
P.W.D.Building & Road, Bombay,
B o m b a y.

Sub:-Application under Sec.52 read with clause 12 of the Schedule of the Indian Electricity Act 1910-

Sir

I have the honour to invite reference to the joint application No.L.H.T.S.R.9 of the 17th January 1941 signed by myself and also by the Managing Agents of the Hubli Electricity Company requesting Government to appoint an arbitration to decide the rate of supply of energy and to request you to be good enough to let me know how the matter now stands.

An early reply is solicited.

I have the honour to be

Sir,

Your most obedient servant,

Sd.P.L.Benni.

Administrator,
Municipal Borough, Hubli.

BBP.

Submitted through the Collector of Dharwar and the Commissioner, S.D.Belgaum.

No.MUN-1914
Office of the Collector,
Dharwar, 15 March 1941

Submitted to the Commissioner, Southern Division, Belgaum, for favour of early transmission.

Collector of Dharwar.

PMK.14/3

No. M.S.C.84.

Office of the Commissioner, S.D.

Camp Dastikop, 18th March 1941.

Submitted in continuation of this office endorsement M.S.C.84/145 dated the 24th January 1941.

Commissioner, S.D.

Public Works Department.

RSB.

Submitted

2. In view 1 Asst. S.D. at p. 5.1

no action is called for on this reminder

Await

28/3/41.

MB-24/3

PUBLIC WORKS DEPARTMENT
File No. 3453/36
22 MAR 1941
Serial 5813

No.2846/33-A(d),
General Department,
Bombay Castle, 1st April 1941.

Subject: Hubli Municipality.

Electrification of street lighting.

MEMORANDUM.

The undersigned presents compliments to the Electrical Engineer to Government, and with reference to Government Circular Memorandum No.2846/33-A, dated the 1st April 1941, is directed to request that he will be so good as to give priority to the electrification scheme of the Hubli Municipality, which is understood to have been referred to him, for arbitration, and to state when it will be ready for execution.

By order of the Governor of Bombay,

Sd/- R.S. Mani.

Deputy Secretary to the Government of Bombay,
General Department.

No.2846/33-A(d),
General Department,
Bombay Castle, 1st April 1941.

Copy forwarded to the Public Works Department for information.

By order of the Governor of Bombay,

Deputy Secretary to the Government of Bombay,
General Department.

Submitted for information.

GR
5-4-41

Awaiting

9/4/41.

Asst

PUBLIC WORKS DEPARTMENT
File No. 3453/36
3- APR. 1941
Serial No. 6696

MB. 4/4

4/4

No. L.H.T.S.D.9
Office of the Municipal Borough,
Hubli, Dated 3rd April 1941.

From

Rao Saheb P.L. Benni, B.A.,
Administrator, Municipal Borough,
Hubli.

To

The Deputy Secretary to Government, P.W.D.
Bombay.

Subject:-Dispute between the Municipality Borough Hubli, and the Hubli Electricity Co., Hubli for the supply of electric energy.

Sir,

With reference to your letter No.3453/36-E.P.W.D. of the 20th March 1941 addressed to me through the Collector of Dharwar regarding the above subject, I have the honour to intimate to you that I accept on behalf of the Municipality all the three conditions mentioned in your letter under reference and to request you kindly to let me know the amount of deposit which the Municipality will have to make in advance as intimated by you in condition (c) of your letter.

The other party i.e. the Hubli electricity company also has written to me that they had written to the Electrical Engineer seperately expressing their consent.

2. As the Municipality has got no electric experts on its staff, we want to represent our case before the arbitrator through an electric expert specially engaged by us for the purpose. I believe that we will be allowed to do so and I would request to know whether my above presumption is correct so that we may take steps to appoint one such expert in good time.

3. I also request to know the date, time and place of hearing as early as possible so that we may have some time for the purpose of engaging an expert in good time. As we want to see this dispute settled almost immediately, I request that as early a date as possible may be fixed for hearing the dispute. 3rd or 4th week of this month (April) would appear to be suitable.

4. An early reply is requested.

I have the honour to be

Sir,

Your most obedient servant

Administrator,
Municipal Borough, Hubli.

SNB.

File MB 4/4

R.B 9/4

3453/36

7- ADC

6997

3453/36
6997

(Only pp 63-65 bgo wo)

Note in E.B.

The letter at p.63 ante. may be shown u.o. to the El.Engr. to Govt. for information and he may be requested to proceed with the work of arbitration.

2. As regards para.2 of the letter at p.63 ante, there is no objection to the Administrator engaging an electric expert to represent the Muny's case before the arbitrator and he may be informed accordingly after u/r. to the El.Engr. and the G.D.

3. It is presumed that the El.Engr. will take the necessary action with reference to para.3 of the letter under disposal. p. 63

S.A.D. 16-4-41

(through M.B.)

AGK
16/4

16/4

V D.I

No.LHT.SR. 9.
Office of the Municipal Borough,
Hubli, dated 8th April 1941.

From

Rao Sahib P.L.Benni,B.A.,
Administrator, Municipal Borough,
Hubli.

To

The Electrical Engineer to Government
Public Works Department, Bombay,
Bombay.

Subject:-Dispute between the Municipal Borough,Hubli and the Hubli Electricity Co.,Hubli for the supply of electrical energy.

Sir,

With reference to your letter No.L.R.M.11/30 of 2/4/1941 addressed to the Hubli Electric Company Limited, Hubli and copy endorsed to me on the above subject, I have the honour to inform you that I have credited Rs.100/-as desired by you on 7/4/1941 in the Hubli Sub-Treasury and I am forwarding herewith a copy of Chalan for your information.

2. Regarding the 1st para of your letter however, I must state that the intention of Clause 5 of our agreement dated 17/1/1941 is that the Company will be responsible for the whole of the cost of installation and replacement and maintenance of lamps inclusive of meters, fittings, wiring, bulbs and all other accessories what-so-ever and that the rate to be fixed by arbitration will be an all-inclusive one. As you want that this Clause should be made clear to you, we have made it clear in our joint letter No.LHT.SR.9. of 5/4/1941 signed by me as well as the Company, which is being forwarded to you seperately by the Managing Agents of the Hubli Electricity Company Limited and we request that further action may be taken accordingly.

3. I desire that the date of hearing to be fixed should be as early as possible and if it would be in the 4th week of this month, it would be convenient.

4. Regarding a copy of the map referred to in

Clause 9 of our draft agreement of 17/1/1941, we have supplied one copy to the Company and the one with us is being sent to our electric expert for study. As the preparation of another map is likely to take about a fortnight or so for one draftsman, it is suggested that the copy with the Company may please be obtained by you for the purpose.-

5. As we have no electric expert on our staff, we want to engage an electric expert to represent our case before you and I believe that such representation of our case through an expert will kindly be allowed by you. I have already made this request to the Deputy Secretary in my Reply No. LHT.SR.9 of 3/4/1941 to him to his letter No. 3453/36.E. P.W.D. of 20/3/1941, a copy of which I herewith enclose for favour of your information.

6. An early reply is requested. -

I have the honour to be

Sir,

Your most obedient servant

Sd/-P.L.Benni.

Administrator,
Municipal Borough, Hubli.

SNB.

Copy forwarded with compliments to the Deputy Secretary to Government P&W.D.in continuation of this office letter of even No.of 3/4/1941 for favour of information..

Administrator,
Municipal Borough, Hubli.

PUBLIC WORKS DEPARTMENT
P.W.D. No. 3453/36
15. APR. 1941
Serial No. 7299

3453/36

7299.

'Note in E.B. p.65

As approved within these papers may be refd. to if the E.C. Engr. to Govt.

S.E.J.
17-4-41

21/4/41.

As

21/4

D.O. to Elect. Engr. to Govt.,
dated 23rd April 1941.

ELECTRICAL ENGINEER
TO GOVERNMENT
Inwd. No. 398
23 APR 1941
File No.
P. W. D., BOMBAY

23 APR. 41

Below U.O.R. No.3453/36/6597 dated 23rd April 1941 from Government in the Public Works Department.

No. ARMII | 272 of 1941.

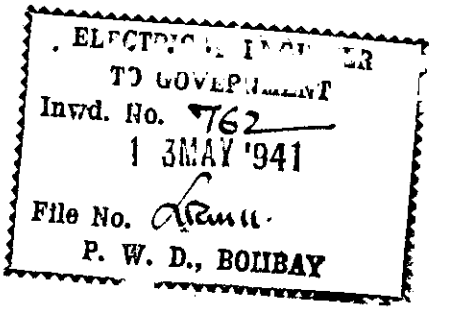
Bombay, 23rd April 1941.

Returned with compliments.

2. The hearing in connection with the arbitration will be taken up tomorrow. The expert engaged by the municipality has been allowed to represent the municipality's case.

Electrical Engineer to Govt.

R.



CE-B:

Submitted for information.

S.E. (H.B.) 30-4-41

Ex. Engr. (H.B.)

2. The El. Engr. to Govt. may be requested m.o. to depute the Asstt. of the arbitration.

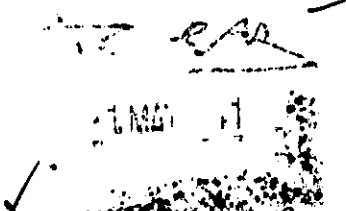
Ex. Engr. 30/4/41

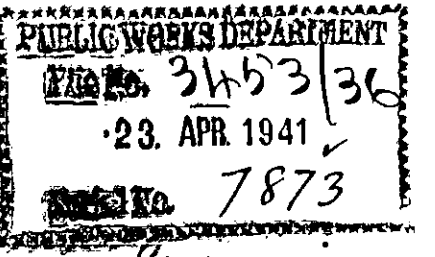
Divide conclusive clause & Draw order V 61

DJ ✓

ADM. 3074

EB. 2/5/41





M.O. Asstt. Engr. Hqrs. Dy. 1st May 1941.

DJ 25/4/41

The Hubli Electricity Company, Limited.

MANAGING AGENTS :
MESSRS. AMTE & Co.
HUBLI-(DHARWAR)

TEL. ADDRESS
"LECTRICITY HUBLI"

REF E.E.34

POST BOX NO. 23,

Hubli; 26th April 193//41.

The Electrical Engineer to the Government,
Public Works Department,
Bombay.

Sir,

Re: Dispute between Ourselves and the Hubli Municipal Borough regarding Supply of Electricity.

Yesterday most of the time was taken up in fixing the Lighting Programme and there was no time left for discussing the lighting rate which was the main point for arbitration. We have given you (i) a statement of figures for the additional capital expenditure for extensions required for street lighting purposes only, (b) a statement of the annual cost of maintenance of street lights and (c) a statement of items making up a total working cost per unit for street lighting.

The above three statements clearly show that the supply of energy at a rate less than 8.6 annas per unit would be uneconomical. Yesterday at the time of disporsing, we heard you to remark to Rao Saheb P.L.Benni that the rate might be taken as settled at four annas. In fact the matter was not discussed at all by us for want of time and now we feel very apprehensive of this question.

In this connection we would invite your kind attention to your letter No.LRW/11/4/5360 dated 4/5th September 1930 wherein you have stated that a rate of annas three per unit plus a standing charge of Rs.5/4/- per quarter per 60 or 40 watt lamp on standards primarily erected for supply to consumers would be reasonable, which works out to about annas six per unit. We wonder how this can be reconciled with your present proposal under the present day abnormal conditions where, in addition, about 28 miles of overhead lines will have to be erected without any prospect of

obtaining any private load on their way.

Before therefore you make up your mind about the rate we would request you to please furnish us the basis on which you arrive at the rate so that we may have an opportunity of stating our case to your satisfaction. Otherwise we are afraid the whole case may go ex parte and the decision thereby vitiated. If necessary, we are prepared to depute an expert to you to argue the matter convincingly. We are ever ready to meet the Municipality as far as possible, but by doing so we cannot be expected to ruin the Company's interests. In conclusion we regret we have to state that unless the rate to be fixed is based on the full data governing it, we shall have very reluctantly to repudiate the entire proceedings.

We fully trust that you will kindly see that the interests of this Supply Company are amply safe-guarded in your hands.

Yours faithfully,

for The Hubli Electricity Co. Ltd.,

Managing Agents..

The Hubli Electricity Company, Limited.

MANAGING AGENTS :
MESSRS. AMTE & CO.
HUBLI. (DHARWAR)

TEL. ADDRESS
" LECTRICITY HUBLI "

REF L/5

POST BOX NO. 23,

Hubli, 26th April 1941.

The Deputy Secretary to the Government,
Public Works Department,
Bombay.

Sir,

Subject: Reference under Sec.52 of the Indian Electricity Act - Dispute between Ourselves and the Hubli Municipality.

In connection with the question of arbitration about the rate of supply of energy to the Hubli Municipality, we met the Electrical Engineer to the Government on 24th and 25th inst. afternoons, when the Administrator of the Hubli Municipality was also present. Almost the whole of this time was occupied in discussing the terms of the draft agreement and the lighting programme but unfortunately the main question regarding rate was not given the due consideration it required for want of time. At the end, however, of the day's meeting we heard the Electrical Engineer to remark that the rate would be about annas four per unit. To our knowledge the circumstances of the case have not been fully considered in arriving at this figure. We beg to enclose herewith a copy of our letter of even date addressed by us to the Electrical Engineer in this behalf.

We trust that the Government will kindly see to it that full justice and equity will be done to the Company whose interests, we trust, will always be safe in the hands of the Government.

Yours faithfully,
for The Hubli Electricity Co. Ltd.,

Managing Agents.

Enc.1.

Submitted

a Thermani file has been referred up to the El Engr to Govt on 1941. This reference may be referred up. in continuation for this remarks

GAP
1-5-41.

PUBLIC WORKS DEPARTMENT
File No. 3453/36
26. APR. 1941
Serial No. 8128

28/4

26.4.41

2000-5-40

The Hubli Electricity Company, Limited.

MANAGING AGENTS :
MESSRS. AMTE & Co.
HUBLI. (DHARWAR)

TEL. ADDRESS
"[redacted]"
PLEASE NOTE CHANGE
IN TELEGRAPHIC ADDRESS
"ELECTRICITY COMPANY"

POST BOX NO. 23,

Ref. E.E.34.

Hubli, 26th April 1941.

The Electrical Engineer to the Government,
Public Works Department,
Bombay.

Sir,

Re:Dispute between ourselves and the Hubli Municipal Borough regarding Supply of Electricity.

This is in continuation of our letter of even date delivered to you this morning. We have just had an opportunity of discussing this question with Rao Saheb P.L.Benni and his expert adviser Mr.Pant Vaidya.During the discussion it transpired that Mr.Pant Vaidya was all along under the impression that the proposed rate of four annas per unit was made up of 2.3 annas on account of Capital Expenditure etc.and 1.7 annas for our cost per unit sold as per our statement of Technical Data for the year ended 31st March 1940. When we pointed out that the 1.7 anna was not the cost per unit sold but was the cost per unit generated,he admitted that he had mistaken the matter. He however conceded your view that it might be fairly based on the cost per unit sold. According to this basis,the unit rate would work out to 4.7 annas (2.3 on account of capital expenditure etc.and 2.4 on account of cost per unit sold) or say 5 annas. This fact we have taken the immediate opportunity of bringing to your notice and for further action.

Yours faithfully,
for The Hubli Electricity Co.Ltd.,
Sd.Amte & Co.
Managing Agents.

True copy.

2000-5-40

The Hubli Electricity Company, Limited.

MANAGING AGENTS :
MESSRS. AMTE & Co.
HUBLI. (DHARWAR)

TEL. ADDRESS
"ELECTRICITY"
PLEASE NOTE CHANGE
IN TELEGRAPHIC ADDRESS
"ELECTRICITY COMPANY"

POST BOX NO. 23,

Ref. L/5.

Hubli, 28th April 1941.

The Deputy Secretary to the Government,
Public Works Department,
Bombay.

Sir,

Subject: Reference under Section 52 of the Indian Electricity Act - Dispute between ourselves and the Hubli Municipality.

In continuation of our letter No.L/5 of 26th instant to you on the above subject, we beg to enclose herewith for your kind information a copy of the second letter addressed by us to the Electrical Engineer to the Government on 26th instant after our writing to you the said letter under reference.

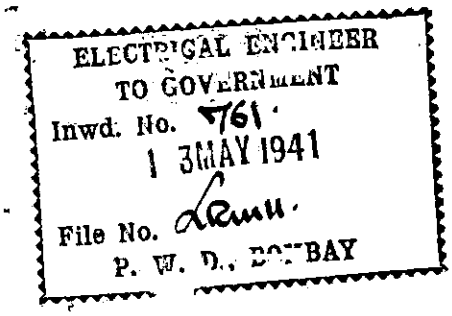
Yours faithfully,
for The Hubli Electricity Co.Ltd.,

Managing Agents.

Submitted with S. No. 8128. 64

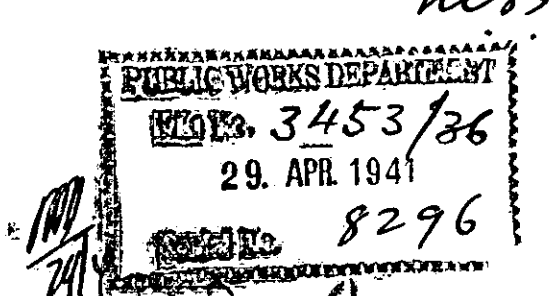
2. The main file has been referred u/o. by the El. Engr to Govt. on 1-5-41. These references may be referred u/o in continuation for his remarks

C.R.
1-5-41.



will be.

U.O. to El. Engr. to Govt. dt. 2-5-41



ARBITRATION OF DISPUTE

between

THE HUBLI ELECTRICITY COMPANY, LTD.

And

THE MUNICIPAL BOROUGH OF HUBLI.

This Arbitration is undertaken in accordance with Government Letter, Public Works Department, No.3453/36-E, dated the 20th March 1941.

Date and Time of Arbitration.	Thursday, the 24th April 1941 - 3 P.M. to 5-20 P.M.
	Friday, the 25th April 1941 - 3 P.M. to 6-35 P.M.
Time taken for drafting the Award and the Agreement.	Two Hours.

Persons present at the hearing:

On behalf of the Municipal Borough of Hubli.	Rao Saheb P.L.Bonni, Administrator, Hubli Municipal Borough.
	The Chief Engineer, Hubli Municipal Borough.
	Mr.M.V.Pant Vaidya, Chartered Electrical Engineer, Electrical Adviser to the Hubli Municipal Borough.
On behalf of the Hubli Electricity Company, Ltd.	Mr.R.L.Ante, Managing Agent.
	Mr.K.V.N.Reddy, Accountant.

The Arbitration was based on the Agreement entered into between the Municipality and the Supply Company on the 17th January 1941, the terms of which are as follows:-

"In the matter of electrifying the streets and Municipal properties within the municipal limits of Hubli, we agree to the following conditions:-

1. The contract shall be for 10 years.

2. The Company must complete the lighting arrangement in the area already covered by their poles within six months from the date of contract; and the whole of the remaining area within the municipal limits should be covered within a further period of 12 months.

3. The Municipality guarantee to take a minimum quantity of 140,000 units per annum, when the whole scheme is completed within a period of 18 months referred to in clause 2 above, but during this period of 18 months, the Municipality agree to pay a minimum guarantee in the proportion which the number of lamps actually working during the whole of the calendar month bears to the total number of lamps contained in the scheme.

4. No lamp should be less than of 30 watts. The supply should be measured through a meter or meters to be installed by the Company.

5. All the equipment to be provided should be of the standard type to be approved by the Electrical Engineer to Government and the Company should undertake to maintain the equipment and bear working expenses etc. themselves during the period of contract.

6. In view of our failure to agree to the rate to be charged per unit, we agree to put in a joint application referring this question of rate to Government to be settled by arbitration.

7. We agree to request the Electrical Engineer to Government to draw up the terms of the contract in conformity with the above terms.

8. We agree to bear proportionately the cost of arbitration.

9. The Municipality agrees to submit the map showing the position of the lamps within a period of one month from today.

Camp Hubli.
17th January 1941.

1) Sd/- P.L.Benni
Administrator, Municipal Borough, Hubli.

2) Sd/- R.L.Amte.

Before me

Sd/- A.L.Dias.
Collector of Dharwar."

On the first day of the hearing, a draft agreement as drawn up by the Electrical Engineer to Government was discussed clause by clause and it was decided that the alterations and additions suggested by the Municipality and the Supply Company be re-drafted and discussed at the next hearing.

The Hubli Electricity Company, Ltd. put in a statement giving the cost of labour and materials required for the street lighting, amounting to Rs.1,40,000/-, which was discussed by both parties.

Both the Municipality and the Supply Company definitely agreed that the charge should be on the unit basis.

The Hubli Electricity Company, Ltd. put in a statement of cost per unit for the supply of energy for street lighting, amounting to 0.640 annas per unit.

On the second day of the hearing, the agreement was further discussed in the light of the alterations and additions, and the re-drafted terms of the entire agreement were agreed to by both parties.

The Municipality stated that, under the terms of the agreement entered into on the 17th January 1941 between the Municipality and the Supply Company, the minimum guarantee of 140,000 units per annum given in clause 3 thereof included the units to be supplied to all Municipal properties, and that the Supply Company should instal lights in the Municipal depots and latrines, etc. This matter was discussed at length and it was finally agreed that all installation charges for lights in such places should be borne by the Municipality, but that the minimum guarantee of 140,000 units per annum should include the units supplied to all Municipal properties and that the rate per unit shall be the rate of the Award.

The Hubli Electricity Company, Ltd. put in a statement showing the annual cost of maintenance for street lights, amounting to Rs.16,600/- per annum.

With regard to the rate per unit, the Electrical Engineer to Government placed before the meeting the following figures:-

Capital outlay to be incurred by the Supply Company on labour and materials for erecting and equipping the street lighting.	...	Rs.1,40,000.
Interest @ 6% on the sum of Rs.1,40,000.	...	Rs. 8,400 per annum.
Maintenance and depreciation	...	Rs. 6,120 " "
Lamp replacements.	...	Rs. 5,250 " "
		Rs.19,770 per annum.

It was agreed that this figure be taken as Rs.20,000 per annum.

In accordance with the agreement entered into on the 17th January 1941 between the Municipality and the Supply Company, the minimum guarantee per annum amounted to 140,000 units. The cost per unit based on the above figures amounts to 2.3 annas per unit. The Company's generation cost figures of 1.68 annas per unit was accepted, and it was agreed that this figure be rounded off as 1.7 annas per unit. The cost per unit to be paid by the Municipality to the Supply Company should, therefore, be annas 4 per unit.

his opinion, a "fuel clause" should be inserted in the agreement, and that the rate awarded by him of annas 4 per unit was based on the rate of Rs.105/- per ton of fuel oil delivered at Hubli, including Terminal Tax. Both parties agreed to this.

The Supply Company stated that their consumption of fuel oil per unit might be taken as 0.75 lb. per unit sold. It was decided that a fuel clause be drawn up on this basis.

With reference to the Agreement made at Hubli on the 17th January 1941 between the Hubli Electricity Company, Ltd. and the Municipal Borough of Hubli and signed by Mr.R.L.Amte on behalf of the Hubli Electricity Company, Ltd. and Rao Saheb P.L.Benni, Administrator, Municipal Borough, Hubli, on behalf of the Municipal Borough of Hubli, and in accordance with the authority vested in me under the Indian Arbitration Act, 1899, I hereby made the following Award:

A W A R D.

In the matter of the Indian Arbitration Act, 1899, and an Arbitration between the Municipal Borough of Hubli and the Hubli Electricity Company, Ltd. of Hubli:

WHEREAS in pursuance of an agreement in writing dated the 17th day of January 1941 and made between the Municipal Borough of Hubli, a body constituted under the Bombay District Municipal Act III of 1901 of the one part and the Hubli Electricity Company, Limited, a joint stock Company incorporated under the Indian Companies Act of 1913 of the other part, the said Municipal Borough of Hubli and the Hubli Electricity Company, Ltd. have referred to me, R.G.Higham, Electrical Engineer to the Government of Bombay, the matter in difference between them concerning the rate at which the said Company should supply and the said Municipality should pay for the supply of energy for the lighting of streets and Municipal properties:

Now, I, the said R.G.Higham, Electrical Engineer to the Government of Bombay, having duly considered the matter

submitted to me, do hereby make my Award as follows:-

(1) That the Hubli Electricity Company, Limited, shall supply to the Municipal Borough of Hubli the necessary energy for the lighting of the streets and Municipal properties in accordance with the terms and conditions of the agreement appended hereto at the rate of annas four per unit, subject to the fuel clause as laid down in the said agreement

(2) That the fees of the arbitrator amounting to Rs.720 (Rupees seven hundred and twenty only) shall be borne by the Municipal Borough of Hubli and the Hubli Electricity Company, Limited, equally.

ARBITRATOR.

Dated at Bombay, this 6th day of May 1941.

ARTICLES OF AGREEMENT made this day of One Thousand Nine Hundred and Forty one BETWEEN THE HUBLIELECTRICITY COMPANY, LIMITED, a Company incorporated under the Indian Companies Act 1913 and having its Registered Office at Hubli (hereinafter called "the Company" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part and RAO SAHEB P.L.BENNI ADMINISTRATOR on behalf of THE MUNICIPALITY OF THE BOROUGH OF HUBLI incorporated under the Bombay Municipal Boroughs Act, No.XVIII of 1925 (hereinafter called "The Municipality" which expression shall unless excluded by or repugnant to the context be deemed to include the said Municipality and its successors and assigns) of the other part

WHEREAS there is vested in the Company a License granted by the Government of Bombay under the Indian Electricity Act 1910 (hereinafter referred to as the "said Act") for the supply of Electrical Energy to the Town and City of Hubli entitled "The Hubli Electric License, 1924" which License is hereinafter referred to as the "said License" and WHEREAS in pursuance of the said License the Company is already supplying electrical energy to consumers and to some of the buildings of the Municipality and WHEREAS it is the desire of the Municipality to light by electricity the streets in the Municipal area; firstly to light within six months the streets or parts of streets as are enumerated in Schedule "A" attached hereto and secondly to light within eighteen months such streets or parts of streets as are enumerated in Schedule "B" attached hereto, a plan of such streets or parts of streets having already been prepared by the Municipality showing the positions of the electric lamps and the wattage of each lamp and is attached hereto as Schedule "C" and WHEREAS in pursuance of such desire of the Municipality, the Municipality has agreed to take and the Company has agreed to give a supply of electrical energy from the Company for a period of ten years computed from day of 1941 under the said License or such other License or Licenses as the Company

may from time to time hold and WHEREAS the parties hereto have agreed to enter into these presents for the purpose of evidencing the terms and conditions of such supply of Electrical Energy IT IS HEREBY MUTUALLY AGREED as follows:

1. The Company shall supply electrical energy for the purpose of street lighting within the area under the jurisdiction of the Municipality where distribution mains already exist within a period of six months from the date of this agreement; and within the remaining area covered by the Municipal limits within a period of eighteen months from the date of this agreement for a period which shall expire on and upon the terms and subject to the conditions hereinafter contained.

2. For the purpose of this agreement, the following expressions shall have the following meanings, namely:-

"Street Light" means and includes the entire apparatus required for the installation of a street light capable of being lit.

The expression "Unit" or "Unit of supply" shall mean the quantity of energy contained in the supply at the rate of 1000 watts for one hour.

"Bulb" means that component of a street light which is the immediate source of its illumination and without which a street light is not capable of being lit.

3. The Company shall at its own cost supply, erect and equip all mains, plant, cables, standards, brackets, bulbs and apparatus suitable for the purpose of lighting with electrical energy the streets or parts of streets mentioned in Schedule "A" (comprising the streets or parts of streets marked on Schedule "C" in yellow) within a period of six months, and in Schedule "B" (comprising the streets or parts of streets marked on Schedule "C" in red) within a period of eighteen months from the date of this agreement to the requirements of the Municipality on the terms and conditions hereinafter contained.

4. The Company shall also on being so required by the Municipality undertake during the currency of this Agreement the lighting on the same terms and conditions as are herein contained (a) any street or part of a street within the present Municipal limits and vested in the Municipality and within the area of

supply of the Company not included in the Schedules "A" and "B" and (b) of any street or part of a street within the said limits but which may prior to the commencement or during the period of this Agreement by reason of the amalgamation of any other authority or authorities with the Municipality or by reason of the extension of its boundaries or other means fall within the limits of the Municipality for the time being PROVIDED (1) that the streets so concerned become vested in the Municipality (2) that any such streets are within the area of supply of the Company, (3) that the street lights required constitute a continuous chain of lights, and (4) that no less than six calendar months' previous notice in writing of the date from which the lighting of the streets so selected shall be commenced shall be given to the Company.

5. The Company shall in accordance with Schedule "A" within six months from the date of the commencement of this Agreement light the streets to the requirements of the Municipality and in accordance with the programme hereinafter mentioned and shall after notifying the Municipality of the dates when the streets as listed in Schedule "B" are ready for lighting by electricity, and from the dates respectively so notified, supply all electrical energy for the time being required for the lighting of the streets to the requirements of the Municipality and in accordance with the programme hereinafter mentioned.

6. The programme of lighting to be observed in the first instance by the Company is the programme set forth in Schedule "D" hereto. The Municipality may vary the programme on giving the Company one calendar month's notice in writing of the variation required to be made.

7. For the widening of a street or for any other reason which the Municipality may consider sufficient the Municipality may require the Company to move a pole from one place to another and in such a case the Municipality shall pay to the Company the costs of such removal and re-erection.

8. Nothing in this agreement shall compel the Company to

supply energy and light the streets, if and so far as the Company are prevented from so doing by inability or failure or refusal (such inability, failure or refusal not being occasioned by any default on the part of the Company) of any bulk supplier or suppliers from whom the electrical energy in whole or in part required for the purposes of this Agreement is derived to give supply or by cyclones, floods, storms, fire, breakdowns of engines or machinery, civil disturbances, deliberate or mischievous or malicious destruction of the Company's property, act of God or the Kings's enemies, or any other cause 'ejusdem generis or not), beyond their control.

9. The Company shall likewise (subject to the provisoes following) from the said dates maintain, renew, upkeep and repair the said street lights in such a manner as to light the streets according to the programme and repair or replace all wornout or burntout bulbs and do all necessary acts so as to light the street lights in accordance with the said programme and shall also undertake to switch on and off supply to the street lights according to the said programme and the covenants on the part of the Company and thepenalties hereinafter imposed in the event of default shall come into force accordingly from the date or dates hereinbefore mentioned Provided that in the event of any or all of the bulbs being maliciously broken during civil disturbances the Municipality shall make good half the loss, damage or expense thereby occasioned according to prevailing market rates and shall pay the same to the Company on demand.

10. The Company shall as and from the commencement of the quarter next ensuing after notice being given by the Municipality, such notice to be in writing and to be received by the Company not less than one calendar month before the commencement of such quarter, substitute for the bulbs for the time being in use bulbs of higher or lower wattage as required by the Municipality from time to time PROVIDED the Municipality shall not be entitled to require more than 150 bulbs of a wattage less than 30 watts or more than 60 watts changing within any one year unless payment for the

same is made by them.

11. (a) In consideration of the capital expenditure incurred and to be incurred by the Company in connection with future works and the covenants on the part of the Company herein contained for the maintenance of the works for the supply of energy for the lighting of the streets as undertaken by the Company herein and all the acts, covenants and obligations on the part of the Company herein contained and on their part to be observed and performed the Municipality shall pay to the Company a fixed charge at the rate of annas four per unit consumed for street lights and energy supplied for the Municipal properties, subject to the "Fuel Clause" as laid down in this Agreement.

(b) "Fuel Clause" - The rate of annas four per unit for energy supplied for street lights and the Municipal properties shall be increased or decreased by half a pie per unit, ~~should the cost of fuel oil delivered~~ for every completed eight rupees increase or decrease per ton over Rs. 105/- per ton of fuel oil delivered at Hubli, including terminal tax.

(c) The quantity of energy supplied to the Municipality shall be ascertained by means of a correct meter or meters installed by the Company at their sub-stations and the Company shall submit a bill or bills to the Municipality based on the consumption registered by such meter or meters at the beginning of each calendar month following the calendar month in which the charges have been incurred and the Municipality shall make payment of such bill or bills within fifteen days of their presentation. In the event of the Municipality delaying payment of any bills submitted to them, the Company shall be entitled to and the Municipality shall pay interest thereon at the rate of 6 per cent per annum on the amount of all bills so outstanding but the payment of interest shall not entitle the Municipality to delay payment of the bills. If the Municipality fails to pay any of the bills for more than three months after presentation, the Company may after giving giving fifteen days' clear notice cut off the supply or take any other measures which the Company deems fit to recover

the amount outstanding without thereby losing any of its rights under this agreement.

(d) Should any surcharge or other tax on the cost of electrical energy be levied by Government in respect of street lighting such surcharge or the amount of any such tax shall be paid by the Municipality to the Company on demand.

(e) The Municipality shall pay to the Company in addition to the aforesaid rate, rent for the meters at the rate of Rupee one per mensem per meter or such other rate approved by Government. The Company shall supply meters for the purposes of measuring the energy. Such meters shall in the first instance be tested and sealed by the Electric Inspector, Bombay Province. The Municipality may affix their seals thereto. The testing of the meters after the first installation shall be governed by section 26 of the Indian Electricity Act, 1910.

(f) The Company shall arrange to read the meters in conjunction with the Municipal representative on the same date each month or as near that date as possible.

12. The Municipality guarantees to take a minimum quantity of 140,000 units per annum for the street lights and Municipal properties when the whole of the street lighting scheme is completed within a period of eighteen months referred to in clause 3, but during this period of eighteen months the Municipality agrees to pay the minimum guaranteed in the proportion which the total number of lamps as listed in Schedules "A" and "B" bear to the actual number of lamps working during the whole of the calendar month for which the bill for the consumption of energy is submitted, the said minimum adjustment being made at the end of a the twelve months' period.

13. The Schedules and plans of the street lights the subject matter of this Agreement shall be maintained by the Company and kept up-to-date by them. The Municipality shall maintain a plan showing the number of wattages of the bulbs installed at the inception and such plan shall be kept up-to-date by the Municipality.

14. If after having been put into commission any street light shall not be burning for two or more consecutive nights and written notice shall have been sent to the Company by the Municipality within two days specifying the street lights which have failed to burn and the information contained in such notice shall be found to be correct a penalty at the rate of two annas per night per street light found not to be burning shall be recoverable from the Company, until the street light is again brought into commission Provided that if any street light shall not be or shall be extinguished by or in consequence of any of the x causes or occurrences mentioned in clause 8 the Company shall not be liable for any penalty.

15. The Compa y may for special reason on any nights (not exceeding one night in any calendar month) after giving 48 hours clear notice in writing to the Municipality leave the street lights unlighted without incurring any penalty or liability.

16. The Company shall during any monsoon cause the street lights to be lit at such time of any day asmmay be reasonably required by the Municipality but the Municipality shall give at least four hours previous notice to the Company that the street lights are required to be lit.

17. This agreement shall remain in force for a period of ten years as ~~khx~~ from the first day of The Municipality shall be entitled to a renewal of this agreement for a period of seven years upon the expiration of the said period upon the like terms as are herein contained other than this present provision for renewal Provided the Municipality give to the Company twelve calendar months' notice in writing of the desire for such renewal but not later than one year prior to the date on which the said period of ten years will expire And Provided also that the Company's license shall then be in force.

18. The rights and obligations of the parties hereto either under the Indian Electricity Act 1910 and the several amendments thereto or other law or laws are not affected save and except in the manner provided for in these presents.

19. In the event of any dispute or difference arising between the Company and the Municipality relating to the meaning or effect of this Agreement or any matter or thing contained therein or the rights or liabilities of the parties hereto thereunder the same shall be referred to the Arbitrators appointed respectively by the Company and the Municipality or an Umpire to be appointed in writing by the Arbitrators before commencing the reference and the decision of such Arbitrators or their Umpire shall be binding on the Company and the Municipality.

The fees and expenses of the Arbitrators and Umpire shall be borne as the Arbitrators or the Umpire may direct.

Below U.O.R.No.3453/36/8296 dated the 2nd May 1941, from Government in the Public Works Department.

No. LRM II/ 517 of 1941.

Bombay, 13th May 1941.

Returned, with compliments, with U.O.R.dated 1st May 1941.

2. The subject-matter of the dispute in question was thoroughly discussed with the representatives of the Hubli Municipality and the Hubli Electricity Co.Ltd., and a copy of my Award with the draft agreement is enclosed for the information of Government.

Electrical Engineer to Govt.

P.

Submitted with reference to the on
at pp 72 + 82 ante

2. The Cl. Engr. to Govt has made
an award (Mp 89-91) that the rate for the supply
of el. eng energy by the Hubli El. Co. Ltd
to the Hubli Municy for street lighting &
Munl. property shall be annas 4 per unit
subject to the final clause + that the cost
of arbitration shall be borne equally by
the two parties.

3. In view of the award (Mp 89-91) + the draft-
agreement (p. 93 ante) no further action appears
to be necessary on these papers. The G.D.
may however see no (p. 461 ante)
Thro' C.E. ✓

GR
16.5.41 ✓

19/5

Sd. 19/5

Sd. 20/5

Sd. 21/5

Sd. 22/5

Sd. 23/5

Sd. 24/5

Sd. 25/5

Sd. 26/5

Sd. 27/5

Sd. 28/5

Sd. 29/5

Sd. 30/5

Sd. 31/5

Sd. 1/6

Sd. 2/6

Sd. 3/6

Sd. 4/6

Sd. 5/6

Sd. 6/6

Sd. 7/6

Sd. 8/6

Sd. 9/6

Sd. 10/6

Sd. 11/6

Sd. 12/6

Sd. 13/6

Sd. 14/6

Sd. 15/6

Sd. 16/6

Sd. 17/6

Sd. 18/6

Sd. 19/6

Sd. 20/6

Sd. 21/6

Sd. 22/6

Sd. 23/6

Sd. 24/6

Sd. 25/6

Sd. 26/6

Sd. 27/6

Sd. 28/6

Sd. 29/6

Sd. 30/6

Sd. 1/7

Sd. 2/7

Sd. 3/7

Sd. 4/7

Sd. 5/7

Sd. 6/7

Sd. 7/7

Sd. 8/7

Sd. 9/7

Sd. 10/7

Sd. 11/7

Sd. 12/7

Sd. 13/7

Sd. 14/7

Sd. 15/7

Sd. 16/7

Sd. 17/7

Sd. 18/7

Sd. 19/7

Sd. 20/7

Sd. 21/7

Sd. 22/7

Sd. 23/7

Sd. 24/7

Sd. 25/7

Sd. 26/7

Sd. 27/7

Sd. 28/7

Sd. 29/7

Sd. 30/7

Sd. 31/7

Sd. 1/8

Sd. 2/8

Sd. 3/8

Sd. 4/8

Sd. 5/8

Sd. 6/8

Sd. 7/8

Sd. 8/8

Sd. 9/8

Sd. 10/8

Sd. 11/8

Sd. 12/8

Sd. 13/8

Sd. 14/8

Sd. 15/8

Sd. 16/8

Sd. 17/8

Sd. 18/8

Sd. 19/8

Sd. 20/8

Sd. 21/8

Sd. 22/8

Sd. 23/8

Sd. 24/8

Sd. 25/8

Sd. 26/8

Sd. 27/8

Sd. 28/8

Sd. 29/8

Sd. 30/8

Sd. 31/8

Sd. 1/9

Sd. 2/9

Sd. 3/9

Sd. 4/9

Sd. 5/9

Sd. 6/9

Sd. 7/9

Sd. 8/9

Sd. 9/9

Sd. 10/9

Sd. 11/9

Sd. 12/9

Sd. 13/9

Sd. 14/9

Sd. 15/9

Sd. 16/9

Sd. 17/9

Sd. 18/9

Sd. 19/9

Sd. 20/9

Sd. 21/9

Sd. 22/9

Sd. 23/9

Sd. 24/9

Sd. 25/9

Sd. 26/9

Sd. 27/9

Sd. 28/9

Sd. 29/9

Sd. 30/9

Sd. 1/10

Sd. 2/10

Sd. 3/10

Sd. 4/10

Sd. 5/10

Sd. 6/10

Sd. 7/10

Sd. 8/10

Sd. 9/10

Sd. 10/10

Sd. 11/10

Sd. 12/10

Sd. 13/10

Sd. 14/10

Sd. 15/10

Sd. 16/10

Sd. 17/10

Sd. 18/10

Sd. 19/10

Sd. 20/10

Sd. 21/10

Sd. 22/10

Sd. 23/10

Sd. 24/10

Sd. 25/10

Sd. 26/10

Sd. 27/10

Sd. 28/10

Sd. 29/10

Sd. 30/10

Sd. 31/10

Sd. 1/11

Sd. 2/11

Sd. 3/11

Sd. 4/11

Sd. 5/11

Sd. 6/11

Sd. 7/11

Sd. 8/11

Sd. 9/11

Sd. 10/11

Sd. 11/11

Sd. 12/11

Sd. 13/11

Sd. 14/11

Sd. 15/11

Sd. 16/11

Sd. 17/11

Sd. 18/11

Sd. 19/11

Sd. 20/11

Sd. 21/11

Sd. 22/11

Sd. 23/11

Sd. 24/11

Sd. 25/11

Sd. 26/11

Sd. 27/11

Sd. 28/11

Sd. 29/11

Sd. 30/11

Sd. 1/12

Sd. 2/12

Sd. 3/12

Sd. 4/12

Sd. 5/12

Sd. 6/12

Sd. 7/12

Sd. 8/12

Sd. 9/12

Sd. 10/12

Sd. 11/12

Sd. 12/12

Sd. 13/12

Sd. 14/12

Sd. 15/12

Sd. 16/12

Sd. 17/12

Sd. 18/12

Sd. 19/12

Sd. 20/12

Sd. 21/12

Sd. 22/12

Sd. 23/12

Sd. 24/12

Sd. 25/12

Sd. 26/12

Sd. 27/12

Sd. 28/12

Sd. 29/12

Sd. 30/12

Sd. 31/12

Sd. 1/1

Sd. 2/1

Sd. 3/1

Sd. 4/1

Sd. 5/1

Sd. 6/1

Sd. 7/1

Sd. 8/1

Sd. 9/1

Sd. 10/1

Sd. 11/1

Sd. 12/1

Sd. 13/1

Sd. 14/1

Sd. 15/1

Sd. 16/1

Sd. 17/1

Sd. 18/1

Sd. 19/1

Sd. 20/1

Sd. 21/1

Sd. 22/1

Sd. 23/1

Sd. 24/1

Sd. 25/1

Sd. 26/1

Sd. 27/1

Sd. 28/1

Sd. 29/1

Sd. 30/1

Sd. 31/1

Sd. 1/2

Sd. 2/2

Sd. 3/2

Sd. 4/2

Sd. 5/2

Sd. 6/2

Sd. 7/2

Sd. 8/2

Sd. 9/2

Sd. 10/2

Sd. 11/2

Sd. 12/2

Sd. 13/2

Sd. 14/2

Sd. 15/2

Sd. 16/2

Sd. 17/2

Sd. 18/2

Sd. 19/2

Sd. 20/2

Sd. 21/2

Sd. 22/2

Sd. 23/2

Sd. 24/2

Sd. 25/2

Sd. 26/2

Sd. 27/2

Sd. 28/2

Sd. 29/2

Sd. 30/2

Sd. 31/2

Sd. 1/3

Sd. 2/3

Sd. 3/3

Sd. 4/3

Sd. 5/3

Sd. 6/3

Sd. 7/3

Sd. 8/3

Sd. 9/3

Sd. 10/3

Sd. 11/3

Sd. 12/3

Sd. 13/3

Sd. 14/3

Sd. 15/3

Sd. 16/3

Sd. 17/3

Sd. 18/3

Sd. 19/3

Sd. 20/3

Sd. 21/3

Sd. 22/3

Sd. 23/3

Sd. 24/3

Sd. 25/3

Sd. 26/3

Sd. 27/3

Sd. 28/3

Sd. 29/3

Sd. 30/3

Sd. 31/3

Sd. 1/4

Sd. 2/4

Sd. 3/4

Sd. 4/4

Sd. 5/4

Sd. 6/4

Sd. 7/4

Sd. 8/4

Sd. 9/4

Sd. 10/4

Sd. 11/4

Sd. 12/4

Sd. 13/4

Sd. 14/4

Sd. 15/4

Sd. 16/4

Sd. 17/4

Sd. 18/4

Sd. 19/4

Sd. 20/4

Sd. 21/4

Sd. 22/4

Sd. 23/4

Sd. 24/4

Sd. 25/4

Sd. 26/4

Sd. 27/4

Sd. 28/4

Sd. 29/4

Sd. 30/4

Sd. 1/5

Sd. 2/5

Sd. 3/5

Sd. 4/5

Sd. 5/5

Sd. 6/5

Sd. 7/5

Sd. 8/5

Sd. 9/5

Sd. 10/5

Sd. 11/5

Sd. 12/5

Sd. 13/5

Sd. 14/5

Sd. 15/5

Sd. 16/5

Sd. 17/5

Sd. 18

111 General Deptt.

Seen and returned to the P.W.D.

3-6-41

3/6/41

S.a.S. U.O.R. to P.W.D. dt 4-6-41.

Submitted with reference to the note at p 110 ante.

2. These papers may now be recorded.

CAP
5.6.41.

5/6

Dr Ray ✓

5/6

file
4/6/41

5/6

PUBLIC WORKS DEPARTMENT
File No. 31453/36
4 JUN 1941
Record No. ✓

4/6

4-6-41